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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

TUMKUR DISTRICT.

Notification dated 22nd December 1938.

It is hereby notified for general information that the right to prepare and remove timber and fuel from the Thoramatti trees standing in the undermentioned locality of Tumkur District for the year 1938-39 will be sold by public auction by the District Forest Officer, Tumkur District, or any other Forest Officer deputed by him subject to the conditions mentioned below:—

Name of Range	Name of Forest	No. of trees marked	Approximate quantity	Place of sale	Date of sale	Remarks
Kunigal	Ullalebett State Forest.	(80) Eighty Thoramatti trees standing on the newly cut Demarcation line of Ullale-betta State Forest.	200 C. ft. of Timber and 80 Cart loads of fuel.	Forest range office, Huliurdurga.	26—1—1939	

The sale will commence at 2 p.m. and will be subject to the confirmation of the District Forest Officer or of the Chief Conservator of Forests.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber from the Forest demarcation line and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall, before being permitted to bid, be required to furnish a solvency certificate under the tangadi sale rules and deposit Rs. 20 (twenty) only as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the sale amount less the deposit already paid, failing which the right will be resold or worked out by the Department at the risk of the defaulting bidder. He will be liable for the loss if any that may result by resale or departmental working, which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the Department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (i.e., the bidder will have to bid at so much per cubic foot of timber) and fuel in cart loads.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding confirmation of sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred rupees) or 25 per cent of the sale amount whichever is less for such timber and fuel as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the Department at his risk as noted in clause 2 *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself.

(a) That he shall full, prepare and remove the timber purchased by him before the 31st March 1939.

(b) That he shall dress the logs on the spot. The District Forest Officer's decision regarding the overdressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(c) That only saws shall be used for cutting the logs into required lengths and no unnecessary waste shall be caused.

(d) That he shall remove all marketable portions of a tree either in logs, pieces or poles.

(e) That he will not be eligible for any refund of advance revenue if the minimum quantity so fixed is not removed, but an excess quantity removed shall be paid for at auction sale rate.

(f) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(g) That each consignment of timber or fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(h) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(i) That if any tree which has been retained by the Department is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(j) That no operations shall take place in the forest after sunset or before sunrise.

(k) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(l) That he shall have no right whatsoever over the timber paid for but left unremoved after the end of March 1939.

(m) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offence committed by his agents, employees or workmen.

(n) That he shall not sublet the contract to any body except with the written permission of the District Forest Officer.

(o) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and out-turn of timber and fuel resulting therefrom and shall keep it open for examination of Forest Officers above the grade of Guards.

(p) That for any breach of any of the conditions of the contract by the contractor or his agents the contract shall be void at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as noted in the clause 2 *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

Note.—Interest at 6½ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

P. A. MOHAN RAM,
District Forest Officer.